UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

1) GORE RANGE CONSTRUCTION, INC. d/b/a GROVE BUILDERS a Colorado Corporation Plaintiff vs. 2) THE EPISCOPAL DIOCESE OF OKLAHOMA, INC. a Oklahoma Corporation Defendant	))))))))))	CASE NO: 10-CV-182-JHP-FHM

COMPLAINT

COMES NOW the Plaintiff, GORE RANGE CONSTRUCTION, INC. d/b/a GROVE BUILDERS an Oklahoma Corporation, (herein referred to as "Builder") for its Complaint against the Defendant THE EPISCOPAL DIOCESE OF OKLAHOMA, INC. an Oklahoma Non-Profit Corporation, for providing labor, materials and services to St Andrews Episcopal Church, 555 East 3rd Street, Grove, OK 74344-7139, in Delaware County, and upon the termination for convenience by the Defendant of the Plaintiff (refer exhibit 1) pursuant to section 16.3 of the Contract attached hereto as exhibit 2. Plaintiff demands judgment in excess of the amount required for diversity jurisdiction pursuant to Section 1332 of Title 28 of the United States Code. Plaintiff would state as follows:

JURISDICTION

1. Plaintiff, GORE RANGE CONSTRUCTION, INC. d/b/a GROVE BUILDERS is an Colorado Corporation, registered in Oklahoma as a Foreign Corporation (herein referred to as "Builder") with its principle place of business located in Delaware County, State of Oklahoma.

2. Defendant THE EPISCOPAL DIOCESE OF OKLAHOMA, INC. is an Oklahoma Non-

Profit Corporation with its principle Place of Business in Oklahoma County, State of Oklahoma.

3. Pursuant to 28 U.S.C § 1332, Jurisdiction is proper; and since the events giving rise to this action took place in this district, venue is proper pursuant to 28 U.S.C § 1391

GENERAL ALLEGATIONS

4. That the Plaintiff provided labor, material and services as a builder to the Defendants THE EPISCOPAL DIOCESE OF OKLAHOMA, INC to St Andrews Episcopal Church, 555 East 3rd Street, Grove, OK 74344-7139, Delaware County, on written contract, written change orders and oral contracts and change orders. (refer exhibit 2 contract)

5. After much work had been completed, The Defendant, or defendant agent, terminated the Plaintiff for convenience on February 4, 2009 under the contract section 16.3, which states; (refer exhibit 1)

"§16.3 TERMINATION BY THE OWNER FOR CONVENIENCE
The Owner may, at any time, terminate the Contract for the owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed."

6. On March 3, 2009 Plaintiff submitted its bill under 16.3 section of the contract as requested by the Defendant in the total amount requested of $129,799.00. (refer exhibit 3)

7. Defendant has refused to pay such amount and entered into settlement negotiation.

8. That such settlement negotiations were unsuccessful and Plaintiff is required to file this action.

FIRST CLAIM – RECOVER FOR LABOR AND SERVICES RENDERED

9. Each and every allegation contained in the above is incorporated herein by reference.

10. Labor, materials and services were performed by the Plaintiff on Defendants real property under written and oral agreements with Defendant. (refer exhibit 2)

11. After much work had been completed, The Defendant, or defendant agent, terminated the Plaintiff for convenience on February 4, 2009 under the contract section 16.3, which states; (refer exhibit 1)

"§16.3 TERMINATION BY THE OWNER FOR CONVENIENCE
The Owner may, at any time, terminate the Contract for the owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed."

12. The Defendant requested of the Plaintiff "to provide the church with your invoice for all sums which remain owing to you under the term of the contract." (refer exhibit 1)

13. On March 3, 2009 Plaintiff submitted its bill under 16.3 section of the contract as requested by the Defendant in the total amount requested of $129,799.00. (refer exhibit 3)

14. Defendant has refused to pay such amount after demand.

15. Defendant has been damaged in the amount of $129,799.00.

SECOND CLAIM – BREACH OF CONTRACT

16. Each and every allegation contained in the above is incorporated herein by reference.

17. Labor, materials and services were performed by the Plaintiff on Defendants real property under written and oral agreements with Defendant. (refer exhibit 2)

18. After much work had been completed, The Defendant, or defendant agent, terminated the Plaintiff for convenience on February 4, 2009 under the contract section 16.3, which states; (refer exhibit 1)

"§16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed."

19. The Defendant requested of the Plaintiff "to provide the church with your invoice for all sums which remain owing to you under the term of the contract." (refer exhibit 1)

20. On March 3, 2009 Plaintiff submitted its bill under 16.3 section of the contract as requested by the Defendant in the total amount requested of $129,799.00. (refer exhibit 3)

21. Defendant has Breached the contract and refused to pay such amount as requested under Section 16.3 of the contract, after demand.

22. Defendant has been damaged in the amount of $129,799.00.

THIRD CLAIM – UNJUST ENRICHMENT - QUANTUM MERUIT

23. Each and every allegation contained in the above and foregoing claims and allegation are incorporated herein by reference.

24. Labor, materials and services were performed by the Plaintiff on Defendants real property under written and oral agreements with Defendant. (refer exhibit 2)

25. After much work had been completed, The Defendant, or defendant agent, terminated the Plaintiff for convenience on February 4, 2009 under the contract section 16.3, which states; (refer exhibit 1)

"§16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed."

26. The Defendant requested of the Plaintiff "to provide the church with your invoice for all sums which remain owing to you under the term of the contract." (refer exhibit 1)

27. Defendants are indebted to the Plaintiff in excess of the sum of $129,799.00 plus interest on the outstanding balance, for labor, material and services furnished to the property of the Defendant as herein described on a Quantum Meruit basis.

28. After demand for payment, Defendants have refused to make payment to Plaintiff and Plaintiff prays for judgment in his favor for the amount due and owing to Plaintiff.

WHEREFORE Plaintiff, GORE RANGE CONSTRUCTION, INC. d/b/a GROVE BUILDERS, prays that this court grant judgment in favor of the Plaintiff in the first, second and third claims against the Defendants with pre-judgment and post-judgment interest thereon and request that it be granted such other and further relief as the Court may deem just and proper, including their reasonable attorney's fees and costs of this action.

Submitted by:
Spence Law Office

Bruce A. Spence, OBA #16310
1440 South Harvard Ave
Tulsa, OK 74112
(918) 582 3266 Phone
(918) 582 3271 Fax
brucespence@tulsacoxmail.com
Attorney for Plaintiff
GORE RANGE CONSTRUCTION, INC. d/b/a
GROVE BUILDERS

ATTORNEYS LIEN CLAIMED

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St. Andrew's Episcopal Church

555 East 3rd
Grove, Oklahoma 74344
(918) 786-4113

February 4, 2009

Gore Range Construction, Inc.
d/b/a Grove Builders
30500 S. 685 Road
Grove, Oklahoma 74344

Attn: Don Rider

RE: St. Andrew's Episcopal Church
Termination of Church Renovation Contract

Please be advised that St. Andrew's Church has found it necessary to suspend the church addition and renovation project for the present time. Accordingly, the church has elected to terminate the contract heretofore entered into on the 15th day of August in the year 2008, pursuant to the provisions of Section 16.3 contained therein. You are requested to provide the church with your invoice for all sums which remain owing to you under the terms of the contract.

If you have any questions or comments with regard to any of the foregoing, please do not hesitate to contact the undersigned at your earliest convenience.

Very truly yours,

Phil Lawrence +

The Rev. Philip A. Lawrence, Jr., Vicar

cc: The Rt. Rev. Edward J. Konieczny, Bishop
The Diocese of Oklahoma

EXHIBIT
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Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the fifteenth day of August
in the year Two Thousand and Eight
(In words, indicate day, month and year)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

BETWEEN the Owner:
(Name, address and other information)

The Episcopal Diocese of Oklahoma
924 North Robinson
Oklahoma City, OK 73102

and the Contractor:
(Name, address and other information)

Gore Range Construction, Inc.
d/b/a Grove Builders
30500 S. 685 Rd.
Grove, OK 74344

for the following Project:
(Name, location and detailed description)

Additions and alterations to St. Andrews Church
555 East Third Street
Grove, OK 74344
Phase II

The Architect:
(Name, address and other information)

Philip A. Lawrence, Jr.
32251 S. 616 Rd.
Grove, OK 74344

EXHIBIT
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The Owner and Contractor agree as follows.

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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

.1 this Agreement signed by the Owner and Contractor;

.2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings: 1-5 Site grading, C1, S1, A1-A9 architectural
P1, M1, E1, E2 plumbing, mechanical and electrical
S1 series-S3 series Structural

Specifications: included on drawings

.3 addenda prepared by the Architect as follows:

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.4 written orders for changes in the Work issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:
Raised Phase I and II limits of concrete 7/11/08
Revised office layout 7/29/08

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than two hundred seventy (270) calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.
(Insert the date of commencement, if it differs from the date of this Agreement.)

June 14, 2008 by letter agreement for limited scope

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Three hundred fifty-six thousand eight hundred seventy-two and no/100 dollars.
$356,872.00

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value	
Concrete	$ 55,000	
General construction	163,532	Allowances $19,572
Finishing	42,255	Supervision & OperatingEx. $45,000
Mechanical	12,000	
Plumbing	3,513	Electrical $16,000

§ 3.3 Unit prices, if any, are as follows:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit
none		
None		

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Carpet, tile, window sills	included in 3.2 above
Electrical fixtures	included in 3.2 above

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Refer to attached schedule of pending additional alternates.

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§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

Applications and certificates for payment will be considered on the first and the fifteenth of the month. Payments will be on or before the tenth and the twenty-fifth of the month.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

State of Oklahoma

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:
(Insert specific insurance requirements and limits.)

Each occurrence	$1,000,000
Damage to rental premises	$ 50,000
Med. Exp. (one person)	$ 500
Personal Injury	$1,000,000
General Aggregate	$1,000,000
Products-Comp.	$1,000,000

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees ...

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences ... coordinating all portions of the Work.

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§ 6.2 THE WORK
The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 INTENT
The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS
Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER
§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK
If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS
§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR
§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR
§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

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and procedures, and for coordinating ...

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

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§ 8.12 INDEMNIFICATION
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT
§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK
§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

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ARTICLE 11 TIME
§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION
§ 12.1 CONTRACT SUM
The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT
§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT
The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

§ 12.4 PROGRESS PAYMENTS
§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION
§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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§ 12.6 FINAL COMPLETION AND FINAL PAYMENT
§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK
§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS
§ 15.1 ASSIGNMENT OF CONTRACT
Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS
§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW
The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 16 TERMINATION OF THE CONTRACT
§ 16.1 TERMINATION BY THE CONTRACTOR
If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

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§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
.2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
.3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
.4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

.1 take possession of the site and of all materials thereon owned by the Contractor, and
.2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

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This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER

(Signature)

The Rt. Rev. Edward J. Konieczny, President
(Printed name, title and address)
924 N. Robinson
Oklahoma City, OK 73102

(Signature)

(Printed name, title and address)

CONTRACTOR

Donald L. Rider
(Signature)

DONALD L RIDER, PRES
(Printed name, title and address)
GORE RANGE CONSTRUCTION, INC
dba GROVE BUILDERS
30500 S 685 RD
GROVE OK 74344-7621

LICENSE NO. —

JURISDICTION GROVE OK

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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CHANGES FROM THE PREVIOUS EDITION

AIA Document A105–2007 combines the 1993 versions of former A105 and A205 into one single document and incorporates alterations proposed by architects, contractors, owners, and consultants. Revisions were made to align A105–2007 with the procedures established in AIA Document A201–2007, streamlining those procedures appropriately for the smaller, less complex project. The following are some of the significant changes made to the contents from A105–1993 and A205–1993.

Title: The title of this document has been changed to be more specific about its potential uses.

Article 2: A definition of "Contract Time" has been added.

Article 3: Unit prices, allowances, and alternates may now be included in the Contract Sum.

Article 5: The Owner's insurance coverage requirements are now more explicit and text is added to protect the Contractor in the event of a loss to the Work covered under the policy.

Article 8: A construction schedule requirement is added to assist the parties in monitoring the progress of the Work.

Article 10: Provision is now made for the contractor to be paid for a change in the Work when the Owner and Contractor can't reach agreement on the price.

Article 12: Language is added to Section 12.2, Application for Payment, permitting payment for stored materials on or off site. In Section 12.5.2 the Architect is now required to inspect the Work to determine whether it is substantially complete.

Article 16: Section 16.3 is added to permit the Owner to terminate the agreement for its convenience.

Signature Page: An additional signature line is added to accommodate joint property owners.

USING A105–2007

Modifications

Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special

EXECUTING A105–2007

Persons executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing an individual to act on behalf of the firm or entity should be attached. All joint owners on legal record should sign this Agreement. The Contractor's license number should be inserted if licensing is required in the jurisdiction where the project is located.

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GROVE BUILDERS
Gore Range Construction, Inc.
30500 S 685 Rd. • Grove, OK 74344-7621
918-786-6277 • Fax - 918-786-8588

March 3, 2009

St. Andrews Episcopal Church
555 East Third Street
Grove, OK 74345-2559

STATEMENT

Balance remaining on Phase 2 contract dated August 15, 2008 through Draw 10	$138,197.00
Less amount left to complete Phase 2	(88,497.00)
Amount remaining due to Grove Builders on Phase 2	$ 49,700.00
Verbal contract for construction of Phase 1	$511,000.00
Costs incurred from Draw 7 through Draw 10	(118,799.00)
10% overhead	(11,881.00)
18% profit and overhead to complete Phase 1	$ 91,980.00
Less 10% drawn on Draw 7 through Draw 10	(11,881.00)
Amount remaining due to Grove Builders on Phase 1	$ 80,099.00

EXHIBIT
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